# Laethem Equipment Company et al. v. Deere and Company E.D.Mich. No. 05cv10113

### **Jury Verdict Form**

#### I. LIABILITY ISSUES.

I-A. GENERAL.  I-A-1. Do you find that Plaintiffs have proved by a preponderance of the evidence that Defendant Deere & Company breached any contract or breached any legal duty to Plaintiffs?  YES
Defendant Deere & Company breached any contract or breached any legal duty to Plaintiffs?  YES
If your answer is YES, go on to #I-A-2.  If your answer is NO, do not answer any other questions, and go to the end of the Jury Verdict Form, for dating and signing by the foreperson  SOURCE: M CIV JI 65.01–65.04  I-A-2. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from all of the claims by Plaintiffs?  YES
If your answer is NO, do not answer any other questions, and go to the end of the Jury Verdict Form, for dating and signing by the foreperson  SOURCE: M CIV JI 65.01–65.04  I-A-2. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from all of the claims by Plaintiffs?  YES NO  If your answer is YES, do not answer any other questions, and go to the end of the Jury Verdict Form, for dating and signing by the foreperson  If your answer is NO, go on to #I-A-3.  SOURCE: M CIV JI 65.01–65.04  I-A-3. Do you find that Defendant has proved by a preponderance of the evidence that
I-A-2. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from all of the claims by Plaintiffs?  YES NO  If your answer is YES, do not answer any other questions, and go to the end of the Jury Verdict Form, for dating and signing by the foreperson  If your answer is NO, go on to #I-A-3.  SOURCE: M CIV JI 65.01–65.04  I-A-3. Do you find that Defendant has proved by a preponderance of the evidence that
Defendant Deere & Company was released from all of the claims by Plaintiffs?  YES NO  If your answer is YES, do not answer any other questions, and go to the end of the Jury Verdict Form, for dating and signing by the foreperson  If your answer is NO, go on to #I-A-3.  SOURCE: M CIV JI 65.01–65.04  I-A-3. Do you find that Defendant has proved by a preponderance of the evidence that
If your answer is YES, do not answer any other questions, and go to the end of the Jury Verdict Form, for dating and signing by the foreperson  If your answer is NO, go on to #I-A-3.  SOURCE: M CIV JI 65.01–65.04  I-A-3. Do you find that Defendant has proved by a preponderance of the evidence that
Form, for dating and signing by the foreperson  If your answer is NO, go on to #I-A-3.  SOURCE: M CIV JI 65.01–65.04  I-A-3. Do you find that Defendant has proved by a preponderance of the evidence that
SOURCE: M CIV JI 65.01–65.04  I-A-3. Do you find that Defendant has proved by a preponderance of the evidence that
I-A-3. Do you find that Defendant has proved by a preponderance of the evidence that
• • • • • • • • • • • • • • • • • • • •
the claims by Plaintiffs were assigned to someone else other than Plaintiffs?
YES NO
Jury Verdict Form 1 LEC/Laethem et al. v. Deere

If your answer is YES, do not answer any other questions, and go to the end of the Jury Verdict Form, for dating and signing by the foreperson

If your answer is NO, go on to #I-B.

SOURCE: M CIV JI 65.01-65.04

### I-B. MICHIGAN FARM UTILITY EQUIPMENT ACT

•		proven by a preponderance of the evidence that ined by the Michigan Farm & Utility Equipment
Yes	No	
If your answer is YES, go If your answer is NO, do		r questions under I-B and go on to #I-C-1.
I-B-2. Do you fin Defendant Deere & Co. is	-	proven by a preponderance of the evidence that by MFUEA?
Yes	No	
If your answer is YES, go If your answer is NO, do		r questions under I-B and go on to #I-C-1.
I-B-3. Do you fin Plaintiffs and Deere & Co	-	proven by a preponderance of the evidence that s defined by MFUEA?
Yes	No	
If your answer is YES, go If your answer is NO, do		r questions under I-B and go on to #I-C-1.
I-B-4. Do you fir Plaintiffs obtained the ag		as proven by a preponderance of the evidence that
Yes	No	
If your answer is YES, do If your answer is NO, go		er questions under I-B and go on to #I-C-1.
		proved by a preponderance of the evidence that m claims under MFUEA by Plaintiffs?
YES	NO	<u> </u>
If your answer is YES, do	o not answer any furthe	er questions under I-B and to on to #I-C-1.
If your answer is NO, go	on to #I-B-6.	
Jury Vardiat Form		I EC/I gothom at al. y. Dagra

I-B-6. Do you find that Defendant has proved by a preponderance of the evidence that the claims by Plaintiffs under MFUEA were assigned to someone else other than Plaintiffs?
YES NO
If your answer is YES, do not answer any further questions under I-B and to on to #I-C-1.
If your answer is NO, go on to #I-B-7.
I-B-7. Do you find that Plaintiffs have proven by a preponderance of the evidence that Deere & Co. terminated, canceled, failed to renew, or substantially changed the competitive circumstances of the agreement without good cause or failed to provide the dealer with 90 days prior written notice of termination, cancellation, nonrenewal, or substantial change in competitive circumstances for good cause unless the reason for termination, cancellation, or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors, bankruptcy, or material misrepresentation and falsification of records?
Yes No
If your answer is YES, go on to #I-C-1. If your answer is NO, go on to #I-C-1.

I-C-1. Do you find that Defendant Deere & Company has proven by a preponderance of

### I-C. BREACH OF CONTRACT

	resenting the ownership o	Laethem obtained the Deere Dealer f Laethem Equipment Company (LEC)
YES	NO	
If you answer YES, do not answ If you answer NO, go on to the		under "I-C," and go to question I-D-1.
· · · · · · · · · · · · · · · · · · ·	-	by a preponderance of the evidence that f the minds on all the essential terms
YES	NO	
If you answer YES, go on to the If you answer NO, do not answ	•	nder "I-C," and go to question I-D-1.
I-C-3. Do you find that the evidence that Laethern Equivoluntarily cancelled the contra	ipment Company and Laet	pany has proven by a preponderance of hem Farm Service Company
YES	NO	
If you answer YES, do not answ If you answer NO, go on to the		under "I-C," and go to question I-D-1.
I-C-4. Do you find that the evidence that Plaintiffs mate		pany has proven by a preponderance of act?
YES	NO	
If you answer YES, do not answ If you answer NO, go on to the	=	under "I-C," and go to question I-D-1.
· · · · · · · · · · · · · · · · · · ·	± •	a preponderance of the evidence that or breach of contract by Plaintiffs?
YES	NO	
If your answer is YES, do not a	nswer any further question	ns under I-C and to on to #I-D-1.
Jury Verdict Form Defendant Deere Proposal	5	LEC/Laethem et al. v. Deere E.D. Mich. No. 05-cv-10113

If your answer is NO, go on to #I-C-6.	
I-C-6. Do you find that Defendant he the claims by Plaintiffs for breach of contract Plaintiffs?	has proved by a preponderance of the evidence that ct were assigned to someone else other than
YESNO	
If your answer is YES, do not answer any fu	orther questions under I-B and to on to #I-D-1.
If your answer is NO, go on to #I-C-7.	
I-C-7. Do you find that Plaintiffs had Defendant Deere & Co. materially breached	ave proven by a preponderance of the evidence that I the contract?
YESNO	
If you answer YES, go onto the next question If you answer NO, do not answer any further	on. or questions under "I-C," and go to question I-D-1.
I-C-8. Do you find that Plaintiffs I they suffered damages caused by Deere & C	have proven by a preponderance of the evidence, that Co. as a result of the breach?
YESNO	
If you answer YES, go to question I-D-1. If you answer NO go to question I-D-1.	

#### D. TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS-Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)

Service Co. have pro	oven by a preponderance of the Laethem Equipment Company	em Equipment Company and Laethem Farm evidence that they had a business relationship and Laethem Farm Service Co. at the time of
YES	NO	
	go on to the next question. lo not answer any further questi	ons under "I-D," and go to question I-E-1.
Laethem Equipment expectancy with Lae	t Company and Laethem Farmethem Equipment Company and	oven by a preponderance of the evidence that a Service Co. had a business relationship or d Laethem Farm Service Co. and the business and of future economic benefit for Plaintiffs?
YES	NO	
	go on to the next question. lo not answer any further questi	ons under "I-D," and go to question I-E-1.
	Co. knew of the business re	even by a preponderance of the evidence that elationship or expectancy at the time of the
YES	NO	
	go on to the next question. lo not answer any further questi	ons under "I-D," and go to question I-E-1.
_	med interference, Defendant D	ven by a preponderance of the evidence that at Deere & Co. intentionally interfered with the
YES	NO	
If you answer YES	go on to the next question	

If you answer NO, do not answer any further questions under "I-D," and go to question I-E-1.

•		proven by a preponderance of the evidence ness relationship or expectancy?
YES	NO	
	not answer any further que on to the next question.	estions under "I-D," and go to question I-E-1.
•	mpany was released from	ved by a preponderance of the evidence that claims of interference with the business
YES	NO	
If your answer is YES,	do not answer any further	questions under I-D and to on to #I-E-1.
If your answer is NO, §	go on to the next question.	
the claims by Plaintiffs	-	oved by a preponderance of the evidence that with the business relationship or expectancy by an Plaintiffs?
YES	NO	
If your answer is YES,	do not answer any further	questions under I-D and to on to #I-E-1.
If your answer is NO, §	go on to the next question.	
<u> </u>	ed interference Defendant	oven by a preponderance of the evidence that at Deere & Co. improperly interfered with the
YES	NO	
	on to the next question. not answer any further ques	stions under "I-D," and go to question I-E-1.
Defendant Deere & Co	o.'s improper conduct cause	broven by a preponderance of the evidence that ed Laethem Equipment Company and Laethem ness relationship or expectancy?

YES	NO	
If you answer YES, go of If you answer NO, do not	-	tions under "I-D," and go to question I-E-1.
<del>_</del>	by a preponderance of the	hem Equipment Company and Laethem Farm he evidence that they were damaged as a result
YES	NO	
If you answer YES, go of If you answer NO, go to	•	

#### E. TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS-**Michael Laethem and Mark Laethem**

Jury Verdict Form Defendant Deere Proposal	10	LEC/Laethem et al. v. Deere E.D. Mich. No. 05-cv-10113
YES	NO	
I-E-5. Do you find that that it had a justification to interf	-	n by a preponderance of the evidence lationship or expectancy?
If you answer YES, go on to the If you answer NO, do not answer		under "I-E," and go to question I.F.1.
YES	NO	
	ence, Defendant Deere	y a preponderance of the evidence that at & Co. intentionally interfered with the
If you answer YES, go on to the If you answer NO, do not answer		under "I-E," and go to question I-F-1.
YES	NO	
	-	by a preponderance of the evidence that nship or expectancy at the time of the
If you answer YES, go on to the If you answer NO, do not answer	•	under "I-E," and go to question I-F-1.
YES	NO	
preponderance of the evidence the Equipment Company and Laethe	hat they had a business em Farm Service Co. an	em and Mark Laethem have proven by a relationship or expectancy with Laethem d the business relationship or expectancy for Plaintiffs Michael Laethem and Mark
If you answer YES, go on to the If you answer NO, do not answer	-	under "I-E," and go to question I-F-1.
YES	NO	
preponderance of the evidence the	hat they had a business	em and Mark Laethem have proven by a relationship or expectancy with Laethem the time of the claimed interference?

If you answer YES, do not answer any further questions under "I-E," and go to question I-F-1.

If you answer NO, go on to the next	question.
<del>-</del>	ndant has proved by a preponderance of the evidence that eleased from claims of interference with the business ffs?
YES	NO
If your answer is YES, do not answer	r any further questions under I-E and to on to #I-F-1.
If your answer is NO, go on to the ne	ext question.
	ndant has proved by a preponderance of the evidence that interference with the business relationship or expectancy by else other than Plaintiffs?
YES	NO
If your answer is YES, do not answe	r any further questions under I-E and to on to #I-F-1.
If your answer is NO, go on to the ne	ext question.
	ntiffs have proven by a preponderance of the evidence that at the Defendant Deere & Co. improperly interfered with the
YES	NO
If you answer YES, go on to the next If you answer NO, do not answer any	t question. y further questions under "I-E," and go to question I-F-1.
	laintiffs have proven by a preponderance of the evidence oper conduct caused Plaintiffs Michael Laethem and Mark business relationship or expectancy?
YES	NO
If you answer YES, go on to the next If you answer NO, do not answer any	t question.  y further questions under "I-E," and go to question I-F-1.

I-E-10. Do you find that Plaintiffs have proven by a preponderance of the evidence that Michael Laethem and Mark Laethem were damaged as a result of Defendant Deere & Co.'s mproper conduct?
YES NO
f you answer YES, go on to the next question. If you answer NO, go to question I-F-1.

### F. MICHIGAN UNIFORM TRADE SECRETS ACT-Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)

I-F-1. Do you find trade secret existed?	l that Plaintiffs have proven by	y a preponderance of the evidence that a
YES	NO	
If you answer YES, go on If you answer NO, do not	-	under "I-F," and go to question I-G-1.
		by a preponderance of the evidence that t of a confidential relationship?
YES	NO	
If you answer YES, go on If you answer NO, do not		under "I-F," and go to question I-G-1.
<del>_</del>		by a preponderance of the evidence that nout the authorization of Plaintiffs?
YES	NO	
If you answer YES, go on If you answer NO, do not	-	under "I-F," and go to question I-G-1.
•	*	by a preponderance of the evidence that Deere & Co.'s use or disclosure of the
YES	NO	
If you answer YES, go on If you answer NO, go to q	<u>=</u>	
•	-	by a preponderance of the evidence that ns for use or disclosure of the Plaintiffs'
YES	NO	
If your answer is YES, do	not answer any further question	ons under I-F and to on to #I-G-1.
If your answer is NO, go	on to the next question.	
T 77 1' 4 E	12	LEC/Levilence del la Design

I-F-6. Do you find that Defendant has proved by a preponderance of the evidence that the claims by Plaintiffs for claims of interference with the business relationship or expectancy by Plaintiffs were assigned to someone else other than Plaintiffs?				
YES NO	_			
If your answer is YES, do not answer any further questions under I-F and to on to #I-G-1.				
If your answer is NO, go on to the next question.				

#### I-G. AIDING AND ABETTING BREACH OF FIDUCIARY DUTY

	=	proven by a preponderance of the evidence that nem Equipment Company and Laethem Farm
YES	NO	
	ES, go on to the next question O, do not answer any further q	uestions under "I-G," and go to question I-H-1.
	breached her fiduciary duti	e proven by a preponderance of the evidence that es to Laethem Equipment Company and Laethem
YES	NO	
•	ES, go on to the next question 0, do not answer any further q	uestions under "I-G," and go to question I-H-1.
	•	e proven by a preponderance of the evidence that ch at the time a breach of fiduciary duty was
YES	NO	
	ES, go on to the next question of the contract	uestions under "I-G," and go to question I-H-1.
	& Co. intentionally participa	e proven by a preponderance of the evidence that ated in the breach by giving substantial assistance
YES	NO	
•	ES, go on to the next question 0, do not answer any further q	uestions under "I-G," and go to question I-H-1.
	•	s proved by a preponderance of the evidence that from claims by Plaintiffs for breach of fiduciary
YES	NO	<u> </u>
If your answer is	YES, do not answer any furth	ner questions under I-G and to on to #I-H-1.
		I EC/I - About 4 d - Door

If your answer is	NO, go on to	the next question.
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	I-G-6.	Do you f	find th	nat Def	endant	has p	proved b	oy a	prep	onder	rance	of the	evidenc	e that
the c	laims by	Plaintiffs	for cl	laims f	or brea	ach of	fiducia	ıry d	luty v	were	assigr	ned to	someone	e else
other	than Plai	intiffs?												

YES	NO

If your answer is YES, do not answer any further questions under I-F and to on to #I-H-1.

If your answer is NO, go on to the next question.

## H. MICHIGAN FRANCHISE INVESTMENT LAW (MFIL) Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)

I-H-1. Do you find that Plaintiffs have proven by a preponderance of the evidence th Plaintiff and Deere & Co. had a written or oral contract or agreement?
YES NO
If you answer YES, go on to the next question.  If you answer NO, do not answer any further questions under "I-H," and go to Section II.
I-H-2. Do you find that Deere & Co. has proven by a preponderance of the evidence th Laethem Equipment Company or Laethem Farm Service Company obtained the agreement b fraud?
YES NO
If you answer YES, do not answer any further questions under I-H and go to Section II. If you answer NO, go on to #I-H-3.
I-H-3. Do you find that Defendant has proved by a preponderance of the evidence that Defendant Deere & Company was released from claims by Plaintiffs under MFIL?
YES NO
If your answer is YES, do not answer any further questions under I-H and to on to Section II.
If your answer is NO, go on to the next question.
I-H-4. Do you find that Defendant has proved by a preponderance of the evidence that the claims by Plaintiffs for claims under Michigan Franchise Investment Law were assigned to someone else other than Plaintiffs?
YES NO
If your answer is YES, do not answer any further questions under I-H and to on to Section II.
If your answer is NO, go on to the next question.
I-H-5. Do you find that Plaintiffs have proven by a preponderance of the evidence thunder the agreement, Plaintiffs were granted the right to engage in the business of offering

17

selling, or distributing goods or services under a marketing plan or system prescribed in substantial part by Deere?
YES NO
If you answer YES, go on to the next question.  If you answer NO, do not answer any further questions under "I-H," and go to Section II.
I-H-6. Do you find that Plaintiffs have proven by a preponderance of the evidence that under the agreement, Plaintiffs were granted the right to engage in the business of offering, selling, or distributing goods or services substantially associated with Defendant Deere & Co.'s trademark, service mark, trade name, logotype, advertising, or other commercial symbol designating the franchisor or its affiliate?
YES NO
If you answer YES, go on to the next question.  If you answer NO, do not answer any further questions under "I-H," and go to Section II.
I-H-7. Do you find that Plaintiffs have proven by a preponderance of the evidence that Plaintiffs were required to pay, directly or indirectly, a franchise fee?
YES NO
If you answer YES, go on to the next question.  If you answer NO, do not answer any further questions under "I-H," and go to Section II.

**************************************		*****	
II. DAMAGES ISSUI	23		
	are taken from the	Joint Final Pre	ethem -Trial Order, Section 10.] II-A- 1. Has of the evidence discounted lost
YES	NO_		
If you answer <b>NO</b> , do n If you answer <b>YES</b> , go		-	der "II-A," and go to Part "II-B".
	ompany's wrongfu		eponderance of the evidence that oximate cause of Plaintiff Michael
YES	NO_		
If your answer is " <b>NO</b> ," If your answer is " <b>YES</b> ,			ons under "II-A," and go to Part "II-B".
II-A-3. What is the an	nount of Michael l	Laethem's disc	ounted lost earnings?
Answer: \$	·		
II-A-4. Did Plaintiff earnings?	Michael Laether	n act reasona	bly to minimize his discounted lost
YES	NO_		
If your answer is "Yes,' If your answer is "No avoided if Michael Laet	," enter the amou	nt of discounte	ed lost earnings that could have been
Answer: \$	<del>-</del>		
II-A-5. Was the Plain	tiff Michael Laeth	em the only ca	use of his discounted lost earnings?
YES	NO:		
		10	
Jury Verdict Form		19	LEC/Laethem et al. v. Deere

If your answer is "**NO**," do not answer any further questions under "II-A," and go to Part "II-B". If your answer is "**YES**," go to the next question.

II-A-6. Using 100 percent as the total fault which proximately caused the damage to the plaintiff Michael Laethem's discounted lost earnings, what is the percentage of the total fault of all persons that contributed to the damage, including each plaintiff and each person released from liability, regardless of whether the person was or could have been named as a party to the action, attributable to each of the following?

Answer:	% (percent) Plaintiff Michael Laethem
	% (percent) Plaintiff Mark Laethem
	% (percent) Plaintiff Laethem Equipment Company (LEC)
	% (percent) Plaintiff Laethem Farm Service Company (LFSC)
	% (percent) Katherine Laethem
	% (percent) The Estate of Francis Laethem
	% (percent) The Francis M. Laethem Trust
	% (percent) Nancy Laethem Stern
	% (percent) Joseph A. Laethem
	% (percent) Carol A. Starling
	% (percent) Mary Laethem Vinckier
	% (percent) Defendant Deere & Company
	% (percent) Others
SOURCE	E: MCL 600.6304

Greenwich v. Hogan, 351 F.Supp.2d 736 (W.D. Mich. 2004)

II-B. Discounted Lost Earnings- Plaintiff Mark Laethem

[Categories of damas Interrogatories, Response N	-	Plaintiffs' 3d Amend	ed Responses to Deere's 3d
II-B- 1. Has Plaintiff Mardiscounted lost earnings?	k Laethem proved	l by a preponderan	ce of the evidence
YES	NO		
If you answer <b>NO</b> , do not ar If you answer <b>YES</b> , go on to	• •		," and go to Part "II-C".
II-B-2. Has Plaintiff Mark Defendant Deere & Compa Laethem's discounted lost	any's wrongful co		
YES	NO		
If your answer is " <b>NO</b> ," do !! If your answer is " <b>YES</b> ," go		_	"II-B," and go to Part "II-C".
II-B-3. What is the amour	nt of Mark Laethe	m's discounted lost	earnings?
Answer: \$	_•		
11-B-4. Did Plaintiff M earnings?	ark Laethem act	t reasonably to m	inimize his discounted lost
YES	NO		
If your answer is "Yes," go If your answer is "No," en avoided if Mark Laethem ac	nter the amount of		arnings that could have been
Answer: \$	_ <b>-</b>		
II-B-5. Was the Plaintiff M	Mark Laethem the	only cause of his d	liscounted lost earnings?
YES	NO:		
If your answer is " <b>NO</b> ," do if your answer is " <b>YES</b> ," go			"II-B," and go to Part "II-C".
Jury Verdict Form Defendant Deere Proposal	2	21	LEC/Laethem et al. v. Deere E.D. Mich. No. 05-cv-10113

II-B-6. Using 100 percent as the total fault which proximately caused the damage to the plaintiff Mark Laethem's discounted lost earnings, what is the percentage of the total fault of all persons that contributed to the damage, including each plaintiff and each person released from liability, regardless of whether the person was or could have been named as a party to the action, attributable to each of the following?

Answer:	% (percent) Plaintiff Michael Laethem
	% (percent) Plaintiff Mark Laethem
	% (percent) Plaintiff Laethem Equipment Company (LEC)
	% (percent) Plaintiff Laethem Farm Service Company (LFSC)
	% (percent) Katherine Laethem
	% (percent) The Estate of Francis Laethem
	% (percent) The Francis M. Laethem Trust
	% (percent) Nancy Laethem Stern
	% (percent) Joseph A. Laethem
	% (percent) Carol A. Starling
	% (percent) Mary Laethem Vinckier
	% (percent) Defendant Deere & Company
	% (percent) Others

#### II-C. Loss of Value of Net Asset- Laethem Equipment Company (LEC)

[Categories of damages are taken from Plaintiffs' 3d Amended Responses to Deere's 3d Interrogatories, Response No. 6 – Doc 417-3.]

II-C-1. Has Plaintiff Laethen the evidence loss of value of n		(LEC) proved by a preponderance of
YESN	IO	
If you answer <b>NO</b> , do not answ If you answer <b>YES</b> , go on to the		under "II-C," and go to Part "II-D".
	Deere & Company's wro	(LEC) proved by a preponderance of ongful conduct a proximate cause of of value of net assets?
YES	NO	
If your answer is " <b>NO</b> ," do not If your answer is " <b>YES</b> ," go to		tions under "II-C," and go to Part "II-D".
II-C-3. What is the amount o value of net assets?	f Plaintiff Laethem Equ	nipment Company (LEC)'s loss of
Answer: \$		
II-C-4. Did Plaintiff Laethem loss of value of net assets?	Equipment Company	(LEC) act reasonably to minimize its
YES	NO	
If your answer is "Yes," go to the If your answer is "No," enter avoided if Plaintiff Laethem Equation 1.	the amount of loss of v	value of net assets that could have been c) acted reasonably:
Answer: \$		
value of net assets?	them Equipment Comp	eany (LEC) the only cause of its loss of
Jury Verdict Form	23	LEC/Laethem et al. v. Deere
Defendant Deere Proposal		E.D. Mich. No. 05-cv-10113

If your answer is "**NO**," do not answer any further questions under "II-C," and go to Part "II-D". If your answer is "**YES**," go to the next question.

II-C-6. Using 100 percent as the total fault which proximately caused the damage to the Plaintiff Laethem Equipment Company (LEC)'s loss of value of net assets, what is the percentage of the total fault of all persons that contributed to the damage, including each plaintiff and each person released from liability, regardless of whether the person was or could have been named as a party to the action, attributable to each of the following?

Answer:	% (percent)	Plaintiff Michael Laethem
	% (percent)	Plaintiff Mark Laethem
	% (percent)	Plaintiff Laethem Equipment Company (LEC)
	% (percent)	Plaintiff Laethem Farm Service Company (LFSC)
	% (percent)	Katherine Laethem
	% (percent)	The Estate of Francis Laethem
	% (percent)	The Francis M. Laethem Trust
	% (percent)	Nancy Laethem Stern
	% (percent)	Joseph A. Laethem
	% (percent)	Carol A. Starling
	% (percent)	Mary Laethem Vinckier
	% (percent)	Defendant Deere & Company
	% (percent)	Others

### II-D. Loss of Value of Net Asset- Laethem Farm Service Company (LFSC)

[Categories of damages are taken from Plaintiffs' 3d Amended Responses to Deere's 3d Interrogatories, Response No. 6 – Doc 417-3.]

II-D-1. Has Plaintiff La of the evidence loss of va		Company (LFS)	C) proved by a preponderance
YES	NO		
If you answer <b>NO</b> , do not If you answer <b>YES</b> , go or	•	uestions under "II	-D," and go to Part "II-E".
	endant Deere & Com	pany's wrongful	C) proved by a preponderance I conduct a proximate cause of value of net assets?
YES	NO		
If your answer is " <b>NO</b> ," of If your answer is " <b>YES</b> ,"			er "II-D," and go to Part "II-E".
II-D-3. What is the amovalue of net assets?	ount of Plaintiff Laet	hem Farm Servi	ce Company (LFSC) 's loss of
Answer: \$			
II-D-4. Did Plaintiff La its loss of value of net as		Company (LFS)	C) act reasonably to minimize
YES	NO		
If your answer is "Yes," g If your answer is "No," avoided if Plaintiff Laeth	enter the amount of	loss of value of	net assets that could have been ed reasonably:
Answer: \$	·		
II-D-5. Was the Plainting discounted lost earnings		vice Company (I	LFSC) the only cause of its
Law Ward Farm	2		LEC/Ld

YE	S No	0:
	wer is " <b>NO</b> ," do not wer is " <b>YES</b> ," go to	answer any further questions under "II-D," and go to Part "II-E". the next question.
Plaintiff L percentage plaintiff a	aethem Farm Servi e of the total fault o nd each person rele	he total fault which proximately caused the damage to the ice Company (LFSC)'s loss of value of net assets, what is the f all persons that contributed to the damage, including each ased from liability, regardless of whether the person was or earty to the action, attributable to each of the following?
Answer: _	% (percent)	Plaintiff Michael Laethem
_	% (percent)	Plaintiff Mark Laethem
_	% (percent)	Plaintiff Laethem Equipment Company (LEC)
_	% (percent)	Plaintiff Laethem Farm Service Company (LFSC)
_	% (percent)	Katherine Laethem
	% (percent)	The Estate of Francis Laethem
	% (percent)	The Francis M. Laethem Trust
	% (percent)	Nancy Laethem Stern
	% (percent)	Joseph A. Laethem
	% (percent)	Carol A. Starling
	% (percent)	Mary Laethem Vinckier
	% (percent)	Defendant Deere & Company
	% (percent)	Others

### II-E. Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)- Michael Laethem. [Categories of damages are taken from Plaintiffs' 3d Amended Responses to Deere's 3d

Interrogatories, Response No. 6 – Doc 417-3.]

II-E- 1. Has Plaintiff M discounted lost earning		preponderance of the evidence
YES	NO	
If you answer <b>NO</b> , do no If you answer <b>YES</b> , go o	• •	under "II-E," and go to "II-F."
Defendant Deere & Con Laethem's Lost Opport	mpany's wrongful conduct a	preponderance of the evidence that proximate cause of Plaintiff Michael on Loans Made to Laethem Equipment any (LFSC)?
YES	NO	
If your answer is "NO," If your answer is "YES,"		stions under "II-E," and go to "II-F."
		ost Opportunity to Earn 11% Interest LEC) and Laethem Farm Service
Answer: \$		
	Loans Made to Laethem Equ	bly to minimize his lost opportunity to sipment Company (LEC) and Laethem
YES	NO	
to Laethem Equipment C	enter the amount of lost opportu	unity to earn 11% interest on loans made Farm Service Company (LFSC) that could easonably:
Answer: \$		
Jury Verdict Form	27	I FC/L aethem et al. v. Deere

E.D. Mich. No. 05-cv-10113

Defendant Deere Proposal

II-E-5. Was the Plaintiff Michael Laethem the only cause of his Lost Opportunity to Earn
11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm
Service Company (LFSC)?

YES\_\_\_\_\_ NO:\_\_\_\_

If your answer is "**NO**," do not answer any further questions under "II-E," and go to "II-F." If your answer is "**YES**," go to the next question.

II-E-6. Using 100 percent as the total fault which proximately caused the damage to the Plaintiff Michael Laethem's Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC), what is the percentage of the total fault of all persons that contributed to the damage, including each plaintiff and each person released from liability, regardless of whether the person was or could have been named as a party to the action, attributable to each of the following?

Answer:	% (percent) Plaintiff Michael Laethem
	% (percent) Plaintiff Mark Laethem
	% (percent) Plaintiff Laethem Equipment Company (LEC)
	% (percent) Plaintiff Laethem Farm Service Company (LFSC)
	% (percent) Katherine Laethem
	% (percent) The Estate of Francis Laethem
	% (percent) The Francis M. Laethem Trust
	% (percent) Nancy Laethem Stern
	% (percent) Joseph A. Laethem
	% (percent) Carol A. Starling
	% (percent) Mary Laethem Vinckier
	% (percent) Defendant Deere & Company
	% (percent) Others

## <u>II-F. Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC)- Mark Laethem.</u>

[Categories of damages are taken from Plaintiffs' 3d Amended Responses to Deere's 3d Interrogatories, Response No. 6 – Doc 417-3.]

II-F- 1. Has Plaintiff Ma discounted lost earnings?	ark Laethem proved by a prepo	onderance of the evidence
YES	NO	
If you answer <b>NO</b> , do not Jury Verdict Form. If you answer <b>YES</b> , go on		der "II-F," and go to the end of the
Defendant Deere & Com Laethem's Lost Opportu		eximate cause of Plaintiff Mark Loans Made to Laethem Equipment
YES	NO	
the Jury Verdict Form. If your answer is "YES," g II-F-3. What is the amou	go to the next question.	pportunity to Earn 11% Interest on nd Laethem Farm Service
Answer: \$	·	
	<b>Iade to Laethem Equipment C</b>	ninimize his lost opportunity to earn ompany (LEC) and Laethem Farm
YES	NO	
to Laethem Equipment Co	ter the amount of lost opportunit impany (LEC) and Laethem Farr tiff Mark Laethem acted reasona	y to earn 11% interest on loans made n Service Company (LFSC) that could ably:
Jury Verdict Form Defendant Deere Proposal	29	LEC/Laethem et al. v. Deere E.D. Mich. No. 05-cv-10113

II-F-4. Was the Plaintiff Mark Laethem the only cause of his Lost Opportunity to Earn
11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm
Service Company (LFSC)?

1ES NU

If your answer is "NO," do not answer any further questions under "II-F," and go to the end of the Jury Verdict Form.

If your answer is "YES," go to the next question.

II-F-5. Using 100 percent as the total fault which proximately caused the damage to the Plaintiff Mark Laethem's Lost Opportunity to Earn 11% Interest on Loans Made to Laethem Equipment Company (LEC) and Laethem Farm Service Company (LFSC), what is the percentage of the total fault of all persons that contributed to the damage, including each plaintiff and each person released from liability, regardless of whether the person was or could have been named as a party to the action, attributable to each of the following?

Answer:	% (percent) Plaintiff Michael Laethem
	% (percent) Plaintiff Mark Laethem
	% (percent) Plaintiff Laethem Equipment Company (LEC)
	% (percent) Plaintiff Laethem Farm Service Company (LFSC)
	% (percent) Katherine Laethem
	% (percent) The Estate of Francis Laethem
	% (percent) The Francis M. Laethem Trust
	% (percent) Nancy Laethem Stern
	% (percent) Joseph A. Laethem
	% (percent) Carol A. Starling
	% (percent) Mary Laethem Vinckier
	% (percent) Defendant Deere & Company
	% (percent) Others

	•		•	1. 4
Inis	18	our	unanimous	verdict.

Signed: \_\_\_\_\_\_, Foreperson

Dated: \_\_\_\_\_\_, 2010

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31